

UNIT 10

PREAMBLE

In order to effectuate the provisions of the Public Employee's Fair Employment Act (otherwise known as the Taylor Law) to encourage between the Syracuse Board of Education (hereinafter referred to as the "Board") and its Unit 10 (Syracuse School Health Association) represented by the Syracuse Teachers Association, Incorporated (hereinafter referred to as the "Association").

THIS AGREEMENT effective on this 1st day of July, 2002, by and between the Board and the Association.

ARTICLE I DEFINITIONS

As used in this Agreement the following terms shall have the respective meaning as set forth below:

- A.** "District" means the Syracuse City School District.
- B.** "Board of Education" or "Board" means the elected Board of Education of the Syracuse City School District.
- C.** "Superintendent" means the Superintendent of Schools of the Syracuse City School District.
- D.** "Association" means the Syracuse Teachers Association, Incorporated.
- E.** "School year" means the period beginning on the first day of July in each year and ending the following thirtieth day of June.
- F.** "Budget year" means July 1 through June 30 of each year.
- G.** "School week" means Monday through Friday, including evening activities and events, except as otherwise excluded by this Agreement.
- H.** "School Calendar" means a calendar delineating specifically the dates on which school will be in session, the dates on which it will be closed and the reasons therefore, and the dates on which classes will not be held, but Unit 10 staff members are required to be on duty for specific purposes stated.
- I.** "Unit" means the negotiating unit as defined in Article II (Recognition).
- J.** "Full-time employee" is an employee who is scheduled to work a full work week, Monday through Friday, in accordance with the definition of a full-time employee set forth in Paragraph R, subsection 1 of this article.

K. “Part-time employee” is an employee who works a weekly schedule in accordance with Paragraph R, subsection 2 of this article.

L. “Employee” means any member of negotiating Unit 10.

M. “Supervisor” means the Director of Pupil Services or the Director of Health Services as may be appropriate under the circumstances.

N. “Regular Substitute” means an individual who is employed for assignment to a permanent Unit 10 position in the place and stead of a permanent Unit 10 employee who is away from his/her position on a leave of absence. Regular substitutes shall be appointed and their names carried in the minutes of the Board of Education as “Regular Substitutes” along with the name of the employee for whom the person is substituting.

O. “Per Diem Substitute” means a substitute assigned from day to day on an itinerant basis to cover positions of Unit 10 employees absent from duty for reason of personal illness or other reasons.

P. “Holiday” means a day specifically identified in the official school calendar on which schools are closed and staff members are not required to be present for duty, and for which they receive a normal day’s pay.

Q. “In-service training” means a planned program of training which may include, but is not necessarily limited to, training in health improvement skills and techniques, human relations, etc., conducted by the personnel of the District, its consultants, or independent agencies for which no academic credit is awarded by a college or other institution of higher learning.

R. “Unit 10 work day” means:

1. Full-time employees shall work a basic six and one half (6 ½) hour day, exclusive of the duty-free lunch period. Such work day shall coincide as closely as possible with the starting and dismissal times of the school or schools to which full-time employees are assigned.

2. Part-time employees shall perform duties at times previously agreed to with their supervisor.

S. “Representative Assembly” means the meeting of elected representatives of the Syracuse Teachers Association normally held the second Wednesday of each school month.

ARTICLE II RECOGNITION

A. Nature and Terms

1. The Board of Education of the Syracuse City School District, having determined that the Syracuse Teachers Association, Incorporated, is supported by a majority of the employees in Unit 10 (Health Services and Social Services), and that the Syracuse Teachers Association, Incorporated, was certified as the said employees' bargaining agent on June 14, 1973, by the Syracuse City School District Employment Relations Council, hereby recognizes the Syracuse Teachers Association, Incorporated, as the exclusive representative of all employees in the Unit, and hereby extends to the Syracuse Teachers Association, Incorporated, the following rights:

a. to exclusively represent Unit 10 employees in negotiations regarding wages, hours, and terms and conditions of employment;

b. to represent Unit 10 employees in the settlement of grievances;

c. to membership dues deduction, upon presentation of dues deduction authorization cards signed by individual employees;

d. To unchallenged representation status for the duration of this Agreement with the exception that the statutory period of challenge shall be observed.

2. During the period of recognition hereunder, the Board agrees not to negotiate in any way with any other organization representing, or attempting or seeking to represent, or claiming to represent, employees in the negotiating unit represented by the Association.

3. In the event that any competing employee organization claims the right to represent the employees said Unit, the selection of employee representative shall be determined by the Public Employment Relations Board.

4. Insofar as practicable, no summer school or adult evening school position shall be filled by an employee not regularly employed by the District, if there is an equally qualified and available applicant for such position who is regularly employed by the District in this, the bargaining Unit.

B. No Strike Clause

The Association agrees and affirms that it does not have, and will not assert, the right to strike against the District, to assist or participate in any such strike or to impose an obligation to conduct, assist, or participate in such a strike.

**ARTICLE III
SALARY SCHEDULES**

A. With the adoption of the salaries set forth hereafter, all previous schedules for Unit 10 are hereby rescinded and replaced by the schedules hereinafter contained.

B. The salaries of all Unit 10 personnel shall be determined in accordance with the accompanying salary schedules, as approved by the Board of Education.

C. The effective date of any and all schedules appended to this Agreement shall be as stated thereon.

D. 1. Any School Nurse hired on and after the effective date of this Agreement shall receive prior service credit for approved nursing experience at the rate of \$150 per year up to ten (10) years of approved prior service, not to exceed \$1,500.

2. Occupational Therapy Assistants and Physical Therapy Assistants shall receive prior service credit for approved professional experience at the rate of \$150 per year up to ten (10) years of approved prior service, not to exceed \$1,500 effective July 1, 2000.

E. A deduction prorated on the basis of one day's pay will be made for each duty day or portion thereof an employee is absent which is not covered by any leave or other excused absence, or otherwise covered by the terms of this Agreement.

F. Overtime compensation or compensatory time will be granted to qualified employees consistent with the requirements of applicable Federal Wage-Hour Laws.

G. Employees may, pursuant to District policy, have their net pay amounts directly deposited into a bank account of their choice at any local banking institution on the District's current payroll savings deduction listing or the School Employees of Central New York Federal Credit Union.

H. 1. All members shall have the option of being paid on one of the schedules listed below:

Schedule A: Annual salary distributed over ten (10) month period, payable in twenty-one (21) biweekly paychecks.

Schedule B: Twenty-five (25) equal paychecks paid biweekly with the 21st through the 25th paychecks to be paid on the last work day of June.

2. A member who is currently employed by the District must advise the District in writing on or before July 1 of the school year regarding the Schedule desired. Such Schedule shall continue from year to year until such time as the member notifies the District in writing of the wish to terminate. After such request, termination shall be effective only after the end of the school year in which notice is given.

3. A member employed any time subsequent to July 1 of the school year must make a choice of pay schedules prior to commencing work.

4. In accordance with the provisions of Section 3015 of the Education Law, nothing contained in this section shall be construed to authorize payment in advance of rendering service to the District.

ARTICLE IV RIGHTS AND RESPONSIBILITIES

A. Control of Student Behavior

1. When students are under the direct supervision of Unit 10 personnel, the employee may maintain proper school atmosphere through means which are reasonable in form and moderate in degree and toward this end, the Board shall support the employee in conformity with State Law.

2. In order to create and sustain such an atmosphere and control, employees shall refer students with behavior problems to the appropriate supportive staff through the building principal or designee.

3. Members shall be allowed to participate in building and behavior committees if selected by the Association.

B. School District Responsibility

The District agrees to hold Unit 10 employees harmless from any financial loss, including attorney's fees, arising out of any claim, demand, suit or criminal prosecution arising out of disciplinary action taken against any pupil in the District, or judgment, by reason of any act, or omission to act, by such employee, within or without the school building, provided such employee, at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment, or under the direction of the School District; provided also, however, that the District shall be under no obligation to satisfy any financial or other penalty imposed upon an employee as the result of conviction of a criminal offense. It is further understood and agreed that the liability of the District as set forth in this Section, shall be coextensive with, but shall not exceed, the liability as set forth in the Education Law.

1. Notice of Incident

The District shall not be subject to the duty imposed by Paragraph B of this Article, unless the employee involved shall, within ten (10) days of an occurrence which, reasonably, could be expected to result in a claim or complaint, notify the Superintendent, in writing, of the facts of said occurrence so that a timely investigation may be conducted by the District. Nothing contained herein shall be construed as a bar to an employee exercising his/her rights under the Education Law or any other statute or regulation as may apply, nor shall it be

construed as a bar to the board and the Association agreeing to waive the provisions of this paragraph.

2. Notice of Claim

The District shall not be subject to the duty imposed in Paragraph B of this Article, however, unless the employee involved shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, deliver the original, or a copy of the same, to the Superintendent.

3. Reports

a. Each employee will immediately report, orally, to his principal and supervisor, all cases of threat or assault suffered by him/her within the scope of his/her employment. Such reports shall be made in writing following the oral report.

b. The written report, with a copy to the Association shall be forwarded by the principal to the Superintendent. The District will comply with any reasonable request of the employee for information in its possession relating to the incident or the persons involved. To the extent that the matter is completely within the jurisdiction and control of the District, names of employees involved shall not be publicized nor released by the Board during investigation of such incidents.

Employees assaulted by students may be relieved of working assignments, if necessary. School personnel involved shall be notified of the disposition of the case. The administration of the District will make every effort to see that warrants sworn out against employees are served in such a way as not to reflect embarrassment or discredit on either the employee or the District.

C. Reimbursement of Loss of Personal Property

The Board will reimburse employees for items of clothing, or other personal property which are damaged or destroyed when, the course of employment, the employee becomes involved or engaged in situations which are unusual and/or do not regularly or normally occur, such as altercations between students, nonaggravated assault, fire, riot, etc. Such reimbursement shall not be made in cases where the employee has been careless or negligent, and/or has not exercised prudent judgment by wearing or otherwise displaying or possessing items which are not normally worn, used, or displayed during such course of employment, or the employee is able to be otherwise reimbursed as a result of his or her existing insurance coverage.

In no instance, however, shall such reimbursement exceed four hundred dollars (\$400.00) with regard to any claim which is processed under this section. The District shall not be liable for the reimbursement required by this Paragraph if the employee refuses or fails to file the necessary reports and institute the necessary proceedings to facilitate the police and District investigations and prosecutions for such incidents.

D. School Nurses (assigned to school health offices) will be provided with release time for the purpose of accommodating administrative responsibilities as per the following:

- i. The School Nurse shall be allowed up to one-half (1/2) hour per work day to assist with administrative duties such as, but not necessarily limited to, medical records preparation and retention, Medicaid billing and similar medical record-keeping responsibilities.
- ii. Scheduling of this release time (i.e. morning, mid-day, afternoon) is subject to each building's scheduling constraints. Principals and school nurses will need to work out a mutually satisfactory schedule consistent with this Section. Whenever possible, release time should be taken when children are not in the building, e.g. schools that dismiss students at 2:00 p.m.
- iii. Under no circumstances shall this understanding and provision for released time result in students being denied medical service, it being recognized that such service is the primary function of the school nurse. Medical service will be rendered before or after the release time except in cases that are emergency in nature.
- iv. If there is a pattern of interruption of the release time for non-emergency situations, the school nurse involved, the Supervisor of Nurses, and the building principal shall meet and discuss methods of resolving this issue, including but not limited to changing the time release time is scheduled, providing information to staff regarding the definition of emergency, etc.

ARTICLE V EMPLOYMENT STATUS

A. Certification

Every effort will be made to offer employment to only fully licensed and the best qualified candidate for each position. Employment shall be governed by the Education Law, the Regulations of the Commissioner of Education of the State of New York, the Civil Service Law and other applicable laws and regulations.

B. Location

Whenever possible, applicants shall be hired for a specific position in a specific school which will be clearly indicated at the time of employment. However, the Personnel Memorandum (of appointment) shall stipulate that any assignment stated in the Memorandum is tentative and subject to change, and that the appointee is employed by the Syracuse City School District at large, and not for a specific assignment.

C. Permanent Appointments

1. An employee shall serve a probationary period of fifty-two (52) weeks. A probationary appointment matures into a permanent appointment at the end of fifty-two (52)

weeks unless the probationer is notified in writing, before the end of the fifty-second week, that his/her services are being terminated.

2. All employees who attain permanent appointment may thereafter only be discharged and disciplined for just cause. Any such discharge shall be subject to the grievance and arbitration provisions of this Agreement under Article XVIII provided that grievance and arbitration shall be the employee's exclusive remedy for a discharge or discipline. An election to challenge a discharge or discipline in some other forum shall constitute a waiver of any rights, hereunder.

3. When conditions make it necessary to reduce the bargaining unit by means of temporary and/or permanent layoff, the determination as to which jobs and/or individual employees are to be eliminated shall be within the sole discretion of the Superintendent or his designee. Seniority will be the determining factor in the case of a layoff or recall when all factors such as, but not limited to, abilities, qualifications, special training, experience and required tasks, performance on the job, and evaluation reports are equal.

Seniority is defined as the length of continuous service within job classifications in the bargaining unit. Those school nurses who are employed in Unit 10 on the effective date of this Agreement, and who were employed as nurse-teachers immediately prior to July 1, 1972, and at the date became school nurses shall have their services as nurse-teachers included for purposes of seniority.

4. By March 1 of each school year, the District shall provide the Association with a current seniority list by separate job title.

ARTICLE VI ASSIGNMENT AND TRANSFERS

A. In making transfers or assignments, the preferences of the employees, expressed as required by the provision of this Article, shall be considered and accommodated to the extent that these preferences do not conflict with the best interests of the School system and the pupils.

B. Employees will be notified of the schools to which they will be assigned, also any special or unusual assignments they will have for the coming school year, as soon as practicable.

C. When administrative transfer are necessary, an employee's area of competence, quality of performance, length of service in the School District, the need for equitable distribution of experienced and inexperienced staff in all schools, and other matters related to the best interests of the School System and pupils will be considered in determining which employees are to be transferred.

D. Administrative transfers shall be made observing the following procedures:

1. During the school year and at other times, when feasible, an administrative transfer will be made only after consultation between the employee involved and the supervisor.

2. An employee shall be notified of the reasons for any transfer. In the event the employee disputes the transfer, a meeting may be held, at the employee's request, with the Superintendent or a designee to discuss the transfer. The employee shall have the right to be represented by the Association at such a meeting. If a mutually satisfactory solution is not reached, the decision of the Superintendent or a designee shall be final.

3. All employees being administratively transferred shall be advised of open positions in other schools, if possible. Employees may request the positions to which they desire to be transferred. Their preference shall be one of the factors considered in making the transfer.

E. Employees may request transfer from the school to which they are assigned under the following conditions:

1. Employees who desire a change to another building may file a written statement of such desire with the supervisor, ordinarily not later than March 1. Request for transfer should be made on a form available in the principal's office as early as possible in order to receive consideration when the building organizations are being planned. Such statement shall include the schools to which the employee desires to be transferred in order of preference. All applicants for transfer will be kept apprised of the status of their application upon request.

2. As resignations and retirements are received within the Unit, transfer requests on file with the supervisor will be considered to fill the vacancies.

3. Each transfer request shall be valid for only one year. The supervisor shall consider all requests for transfers when making initial assignments or in reorganizations as may appear feasible and appropriate.

4. Written notice of transfer will be given to employees as soon as practicable, and under normal circumstances, not later than July 15.

F. Employees shall be eligible for mileage reimbursement subject to the following:

1. Any employee authorized in writing and in advance by an immediate supervisor to drive the employee's personal vehicle on District business shall be reimbursed at the rate of current allowable IRS mileage rate. All claims for mileage reimbursement shall be made in accordance with existing District policy.

2. Employees with multiple-school assignments within a school day shall be permitted sufficient travel time between schools to permit a lunch period.

G. Posting of Jobs – Health Services Office will inform nurses of anticipated position openings. Nurses will be given two (2) weeks to express interest in an opening. If there is more than one nurse applicant, the Health Services Office will select the three (3) most senior nurses to be interviewed by the building principal. After the building principal has provided input, the nurse supervisor will inform the nurses of his/her decision to transfer one of them into the position or to select another candidate. If a vacancy occurs due to the creation of a new position

or resignation, termination or retirement, all health attendants will be notified of the vacancy. Health attendants will be given two (2) weeks to express interest in the opening. If there is more than one health attendant applicant and if the skills and knowledge are equal, seniority shall be the deciding factor.

ARTICLE VII EVALUATION

Both the District and the Association agree that all employees shall be regularly evaluated in order that the District and the individual will have an accurate and timely appraisal of the employee's performance. The following policy shall govern all observation and evaluation:

- A.** Formal monitoring or observation of the work performance of an employee will be conducted openly with full knowledge of the employee.
- B.** An employee will be given a copy of any written visit or evaluation report prepared by the supervisor or other administrative personnel. No performance appraisal report shall be submitted to central administration, placed in an employee's file, or otherwise acted upon, without a copy to the employee.
- C.** Each employee will have the right in accordance with procedures established by the Personnel Department and in the presence of the Director of Personnel Services or his/her designee, to review, and copy, the contents of his/her complete personnel file, with the exception of confidential recommendations. An employee will be entitled to have a representative of the Association accompany him/her during such review.
- D.** With the exception of confidential employment recommendations, an employee shall receive a copy of all entries made in his/her personnel folder. In any instance where an entry is made in a personnel folder with which the employee disagrees, or takes exception, the employee shall have the right to file a written statement in his/her behalf, with copies to all parties concerned, and such statement shall become an attachment to the said entry, and shall become a permanent part of the personnel record of the employees.

ARTICLE VIII INSERVICE PROGRAMS

- A.** Employees shall be eligible to participate in in-service programs offered by independent agencies or the District, provided there are available registrations, and further, employees shall be entitled to develop appropriate in-service training programs.
- B.** On days designated as Superintendent's Conference Days, employees shall attend workshops developed for the bargaining Unit and approved by the supervisor unless their attendance is requested by their building principal at school building programs and approved by the supervisor.

C. A \$500.00 (per school year) fund shall be established which may be used for the purpose of paying for costs such as film rental and speaker honorarium on Superintendent's Conference Days and during Unit 10 workshops.

**ARTICLE IX
TEMPORARY LEAVES OF ABSENCE**

A. Request for Temporary Leave of Absence

Any request for an excused planned absence not otherwise covered by this Agreement shall be made by the employee, in writing, to the Superintendent, through the supervisor with a copy to the building principal or principals, where multiple school assignments are involved, at least one (1) week prior to the requested time of absence. The Superintendent shall determine whether or not such request for excused planned absence shall be approved, and shall notify the employee in question of his/her determination as soon as is practicable. In the event that permission is granted by him/her, the Superintendent also shall determine whether or not deduction from salary shall be made. The Superintendent may, in his/her discretion, waive the time limits specified herein.

B. Sick leave

1. Each member of the Unit shall be allowed sick leave without loss of salary for at least twelve (12) working days in any year on account of personal sickness or physical disability. If any member of the Unit does not use the full amount of sick leave allowed in any year, the amount not used shall be accumulated from year to year. Members of the Unit employed with effective dates subsequent to September 1 shall be credited with sick leave in accordance with the following table:

<u>Effective date of Appointment</u>	<u>Sick Leave Credit</u>
September 1 – September 30	12 days
October 1 – October 31	10 days
November 1 – November 30	8 days
December 1 – December 31	7 days
January 1 – January 31	6 days
February 1 – February 28 or 29	5 days
March 1 – March 31	4 days
April 1 – April 30	3 days
May 1 – May 31	2 days
June 1 – June 30	1 day

At the beginning of each subsequent year of employment, twelve (12) sick days shall be credited to each Unit members' account. There shall be no limitation on the total number of sick leave days which may be accumulated. Paid sick leave days shall not be deducted from credited service for increment purposes. Sick and personal days will be computed on a school year instead of a calendar year.

2. Employees who are absent from duty because of illness may be required at the discretion of the Superintendent, to file a medical report with the chief medical examiner. When such a report is requested, the Superintendent will make a determination whether sick leave payments shall be allowed.

3. Notification of the need to use sick leave shall be made to an individual designated by the supervisor not later than 7 a.m. on the first day of such absence. The employee shall be responsible to notify the supervisor of any change in status which will affect the assignment of a substitute to the employee's position. Such notice shall be made not later than 2:30 p.m. of the day preceding the change. For periods of disability in excess of 15 days, employees shall complete the physician's statement(s) for official leave of absence as designated in the current Personnel Department procedures.

4. In the event an employee in his/her first year of service in the School District is dismissed, remaining sick leave available to that employee shall be prorated in such a manner that the total number of sick leave days used by that employee up to and including the effective date of termination shall not exceed:

- 1 day for one months' service
- 2 days for two months' service
- 3 days for three months' service
- 4 days for four months' service
- 5 days for five months' service
- 6 days for six months' service
- 7 days for seven months' service
- 8 days for eight months' service
- 10 days for nine months' service
- 12 days for ten months' service

5. Prior to January 1 of each school year, each member of the Unit shall be provided with a current accounting of sick leave accumulation.

6. Effective July 1, 1996, any ten-month employee who is working on an extension of service, i.e. summer school, shall be entitled to utilize up to one (1) day of his/her accumulated sick leave during this period of service, provided the District does not incur the expense of substitute service.

C. Sickness or Death in Immediate Family

1. Each employee shall be granted up to six (6) days of leave with full pay for each death in the immediate family or of the nearest relative. Such leave shall not be curtailed because of use of family illness days. Such leave shall be on a non-cumulative basis.

2. Time off for serious illness in the immediate family shall be charged against personal leave as identified in Paragraph C of this Article. Immediate family, for purposes of Paragraphs C.1 and C.2 consists of:

- | | |
|---|----------|
| Husband | Sister |
| Wife | Brother |
| Mother | Son |
| Father | Daughter |
| Guardian in loco parentis | |
| In-laws in the above categories, where applicable | |

3. Each employee shall be allowed one (1) additional full-time work day to attend the funeral of any of the following members of the family:

- | | |
|--------|---------------------------------|
| Aunt | Cousin |
| Uncle | Grandparents |
| Nephew | Grandchildren |
| Niece | In-laws in the above categories |

4. The Superintendent is authorized to grant additional paid emergency or funeral leave under unusual circumstances, which, in his/her judgment, justify such exception.

D. Religious Days

Present policy for religious observance shall continue in force.

E. Compensation Cases

1. Employees who become ill or injured due to circumstances arising out of and in the course of employment shall file a report of such illness or injury with the District and with the Worker's Compensation Board. Such report shall be filed within the time, and in the manner, required by the New York State Worker's Compensation Law. In those instances where an illness or injury is determined by the District, or other forum of competent jurisdiction to be compensable as arising out of and in the course of employment, the District will compensate said employee during the period of such illness or injury up to the amount of his or her full salary.

a. The District shall charge to the employee's accumulated sick leave any time taken because of such illness or injury for which the employee receives his or her regular salary. Such charge to, and deduction from, accumulated sick leave shall be proportionate to, and based upon, the percentage relationship between the employee's per diem rate and the daily compensation amount. No such pro rata deduction from accumulated sick leave shall be made in the event the compensable absence is the result of bodily or personal injury resulting from an assault upon the employee or because of gross negligence of the District, except where there is contributory negligence on the part of the employee.

b. In the event the number of compensation days exhausts the employee's accumulated sick days in any school, the employee shall continue to receive full salary. Sick days which may be credited to the employee at the beginning of the next school year shall not be charged against any compensation days taken during the prior year.

c. The District will also pay, in any compensable line of duty injury, all costs of medical expenses incurred as a result of said injury not covered by insurance provided by the terms of this Agreement. In case of an award, or third party settlement, loss of wages and/or medical or other expenses paid to the employee by the District and included in such settlement or award, shall be reimbursed to the District. Any lump sum settlement or award for permanent injury, or damages other than such loss of wages and/or medical or other expenses shall not be transferred to the Board.

2. Employees who are absent from duty with pay pursuant to this paragraph may be required, at the discretion of the Superintendent, to file a medical report with the chief medical examiner. When such a report is requested, the Superintendent will make a determination on the basis of said report and the recommendation of the chief medical examiner, whether pay shall be continued. In no instance, shall payments to an employee for service connected disability exceed those provided under Compensation Law, unless the Superintendent, in his/her sole and exclusive discretion, shall authorize such payments, notwithstanding any determination by any Compensation Board which is at variance with the determination of the Superintendent.

3. Absences due to the communicable diseases which have been ruled by the New York State Worker's Compensation Board to be compensable shall not be charged against the employee's accumulated sick leave days, provided that a Worker's Compensation claim has been filed, proposed, and been accepted by the District. In compensation cases resulting from such illness, the weekly allowance paid the employee under Worker's Compensation will be transferred to the District.

F. Supplemental Sick Leave

When adequate justification exists, the Superintendent may grant additional sick leave days to individuals who have exhausted available sick leave as provided in Section B of this Article.

G. Personal Leave

1. All full-time employees shall be entitled to five (5) days of personal leave per school year, prorated for part-time employees. Any unused personal days shall be credited to the employee's sick leave account at the end of each school year.

2. Employees shall be required to notify their building Principals of their intention of using their personal leave day at least five (5) school days prior to the date of the leave, except under unusual circumstances. Although reasons need not be stated by the employee, it is understood and agreed that the purpose of this Article is to permit employees to attend to personal matters which cannot be accomplished during other than normal working hours.

3. Use of consecutive Personal Leave days, except for reasons of family illness, shall be granted only after an employee has filed a request, in writing, with the Personnel Department stating reasons for such absence. Requests which do not meet the intent of the use of Personal Leave (see 2 above) or are not filed sufficiently in advance, will be denied.

4. Personal Leave days may not be taken on days immediately preceding and/or subsequent to scheduled vacations except in cases of family illness or unless authorized by the Superintendent pursuant to a valid written request submitted by the employee.

5. In the event that schools are closed due to severe weather, or other emergency conditions, on a day when an employee has been granted personal leave, said day shall not be deducted from the employee's allotment if the employee certifies in writing to the Personnel Department that the personal business for which the day was taken could not be conducted on that day because of the severe weather or emergency conditions which caused the school(s) to be closed.

H. Jury Duty

Each employee shall be granted leave with pay as may be necessary in order to perform Jury duty. Such absence shall not be deducted from any other leave allowance. When an employee receives a notice of call to jury duty, the individual shall notify the Building Principal, or designee, to that effect, on the first school day following receipt of such notice by providing to the Principal a copy thereof.

I. Absence for Other Judicial or Administrative Proceedings

When an employee is required to appear in Court, or for any other judicial proceeding, leave with full pay, as necessary to comply with the order, shall be granted, provided the appearance is in some way connected with the professional duties and responsibilities of the employee. Appearances which are not in the line of duty in the District will be judged on their individual merits by the Superintendent.

J. Severe Weather and Other Emergency Conditions

1. Each employee shall receive full pay for absence due to abnormally severe weather or other emergency conditions when so certified by the supervisor and approved by the Superintendent of Schools.

2. The official closing of schools by the Superintendent shall not result in loss of pay by an employee unless such closure is the result of unauthorized absence from duty by members of the Unit or unless an employee has been granted excusal from duty, without pay, for the day or days of such closing.

3. Any employee who is on sick leave with pay on days when schools are closed due to weather conditions or other emergencies will receive full pay for such days and will not have said days deducted from his/her accumulated sick leave allowance.

4. In the event that schools are officially closed by the Superintendent for a period of time sufficient to require an alteration in the official School Calendar for the remainder of the year to make up the time lost, no additional compensation shall be paid to any employee for the days thereby added to the School Calendar.

K. Temporary Military Service

Employees shall be paid all salary and other benefits for any and all periods of absence while engaged in the performance of ordered temporary military duty and while going to and returning from such duty, as required by New York State Military Law. If possible, notice will be given to the supervisor at least two (2) weeks in advance and shall be transmitted, at the same time, in writing, to the Superintendent. Every effort shall be made by such employee affected by this paragraph to serve temporary active duty obligations during periods of time when school is not in session and at the request of the Superintendent or his designee, such employee shall be required to provide evidence of such effort in the form of a written request to the appropriate military authority to serve at a time when school is not in session. The Board agrees to intervene with higher military authorities in an effort to assist the employee who is attempting to comply with this stipulation. It is the intention of the parties that employees shall not serve temporary voluntary military duty during the periods that school is in session.

L. Professional Conferences

Excused absences, with or without pay, may be granted to an employee to attend professional meetings, conferences, and workshops when approved by the Superintendent or his/her designee. Where the Superintendent, or a designee, determines that one or more persons may be excused under this provision, names of suggested employees may be submitted in writing by the president of the School Health Association. To receive due consideration, such recommendations must be submitted at least one (1) week before the leave is to commence.

M. Adoption

Employees shall be granted up to 30 days of paid leave upon the legal adoption of a child. The number of paid days available for such use will be determined by computing the number of personal leave days accumulated (and previously credited to sick leave) during the past ten (10) years. In those instances where an employee requests 30 days and there are an insufficient number of days accumulated, leave without pay shall be granted for the remaining days.

N. Leaves Without Pay

There shall be a District Committee, consisting of one Unit 10 member to be appointed by the Association, one Administrator to be appointed by the District, and one individual to be selected by the other two, to review requests from employees for short term unpaid leaves of absence, of

up to five (5) school days, which are in compliance with Administrative Bulletin No. 7. Said leaves shall be granted only to accommodate unusual or extraordinary circumstances and limited to the extent there shall be no more than a total of fifteen (15) days available for leaves of this kind during any school year with exception of Adoption Leave (**Article IX, M.**) Written request for such leaves must be submitted to the Committee at least thirty (30) days prior to the date of the leave unless circumstances make it impossible to do so.

ARTICLE X EXTENDED LEAVES OF ABSENCE

- A.** Employees who have acquired permanent appointment in the District may be granted leave of absence, which shall be without loss of permanent appointment, upon the recommendation of the Superintendent of Schools and the approval of the Board of Education. All requests for leaves of absence shall carry affirmation of intention of the applicant to return to an assignment in the District upon the termination of such leave. The permanent appointment requirement shall not apply in the case of request for maternity or military leave of absence. The Superintendent is also authorized to grant leave of absence to other employees under extraordinary circumstances deemed acceptable to him/her.
- B.** Employees shall make application for leave of absence, in writing, on a form provided for that purpose, obtainable in the supervisor's or building principal's office. The application shall be directed to the Director of Personnel Services, stating the specific reason for the leave. The application shall be filed at least thirty (30) days prior to the effective date of the leave. Employees shall furnish any evidence in support of their request as may be required by the Director of Personnel Services.
- C.** Leave of absence may be granted for a period not to exceed that period provided for in the regulations of the Onondaga County Civil Service Commission. Special requests for periods of less than one year may be granted at the discretion of the Superintendent. Employees on leave of absence shall notify the Director of Personnel Services in writing, prior to June 30, of their intention for the following school year. Return to duty from extended leave of absence shall be governed by the terms of the agreed upon length of the leave. Exceptions shall be permitted when, in the discretion of the District, there are good and sufficient reasons to do so, subject to applicable regulations.
- D.** Planned leaves of absence are contingent upon the availability of qualified regular substitutes. Regular substitutes shall be appointed and their names carried in the minutes of the Board of Education as "Regular Substitutes," along with the name of the employee for whom the person is substituting.
- E.** The Board of Education reserves the prerogative of recalling to service any or all employees who have been granted a leave of absence when an emergency or employee shortage makes such action necessary. It is understood however, that leaves granted for personal illness, maternity, approved educational commitments, military, Red Cross, Peace Corps, or V.I.S.T.A. service shall not be affected by this provision.

F. An employee returning from a leave of absence may be reassigned to any vacancy within the District for which he/she is qualified, such assignment being the same, or substantially the same, as the position previously held.

G. For a period in which an employee is on a non-work related leave of absence, there shall be no advancement in step on the salary schedule.

H. All leaves of absence must terminate:

1. at least five (5) working days prior to any scheduled holiday or recess; or
2. on or subsequent to the first working day following such holiday or recess.

I. Leave of absence may be granted for any of the following reasons:

1. Continuing Education

Employees may be granted continuing education leave of absence, without pay, for a period not to exceed one year for the purpose of professional activities, which, in the judgment of the Superintendent, are in the best interests of the District and the employee involved.

2. Personal Reasons

Any employee, upon request, and with the approval of the Superintendent may be granted a leave of absence, without pay, up to one (1) year for personal reasons.

3. Extended Personal Illness

a. Any employee whose personal illness extends beyond the period of accumulated and extended sick leave will, upon application, and with the approval of the Superintendent, be granted a leave of absence without pay, for such time as necessary for complete recovery from such illness, up to the maximum of one (1) year, or as otherwise provided in applicable regulations. Such leave of absence must be supported by a physician's certificate and approved by the chief medical examiner.

b. Employees requesting return to active employment after such leave will furnish the district with a doctor's certification indicating fitness to return to full employment, which certification must be approved by the chief medical examiner.

c. Employees exhausting accumulated sick leave who do not request personal illness leave of absence may be placed on inactive status for a period not to exceed one (1) year and then terminated pursuant to Civil Service Law and regulations.

4. Maternity

a. An employee who becomes pregnant shall be entitled to a leave of absence for a period of time permissible under the regulations of the Onondaga County Civil Service Commission, without pay or increment up to one year at a time. Application for said leave shall be accompanied by a statement from the employee's physician confirming her pregnancy. The leave may be for a period of less than one year duration so as to conform to the individual circumstances of each case.

b. A pregnant employee may continue her employment until such time as she is unable to do so without endangering or impairing her physical condition as evidenced by a written statement from the employee's personal physician. If the employee continues to work until such time as her physician indicates she should no longer do so, she shall be entitled to use any accumulated sick leave for the period during which she is physically/medically unable to continue her duties because of her pregnancy before she commences her personal leave of absence. If the employee commences her personal leave while she is still able to continue working, and prior to the aforementioned date established by her physician, her leave shall be considered in the same manner as any other personal leave and she shall not be eligible for any unused accumulated sick leave benefits. In the event that an employee does continue to work until physically unable to do so, as set forth above, she shall be eligible for said accumulated sick leave benefits only for the period of actual physical disability and not for any period of time during which she is able to return to work, but does not, merely as a matter of convenience or personal preference. In connection therewith, and in order to become eligible for said accumulated sick leave benefits, she may be requested to file with the chief medical examiner any and all necessary medical evidence establishing the period of medical disability. With regard thereto, the District reserves the right to review and evaluate the recommendations and conclusions of the employee's private physician and also the sole and exclusive discretion to determine the legitimacy of each claim processed under this subsection.

c. Probationary employees returning from leave within the maximum period for any one pregnancy shall be credited with the probationary period already served.

5. Child Care

a. Any employee shall be granted, upon written application, a child care leave for a period of time permissible under the regulations of the Onondaga County Civil Service Commission. Such leave will be granted without pay or increment and shall be granted for a period of up to one (1) year at a time.

b. In the event that both father and mother are employed by the District, there shall not be a duplication of child care and/or maternity leave, and only one individual shall be granted leave at any one time. If the mother is not an employee of the District, and remains at home to care for the infant, child care leave shall not be granted to the father employed by the District, unless he can prove to the satisfaction of the District that there are exceptional and medically compelling circumstances which require him to remain at home.

c. Child care leave provided for in this subsection shall also be available in cases of adoption.

6. Military

Military leave of absence for employees shall be granted pursuant to the New York State Military Law and any other state or federal statutes which may apply. Such military leave of absence shall be granted to any employee while engaged in the performance of ordered military duty, and while going to and returning from such duty, as provided by law, except the term "ordered" shall not include those instances where the leave is as a result of employee contrivance, whether by planned acquiescence or other means direct or indirect, to arrange for such duty to be taken at a time when it is not actually required by the military and/or inconvenient to the needs of the District. Absence of an employee, pursuant to this Paragraph during time of national emergency, shall not constitute an interruption of continuous employment. An employee returning from military leave of absence shall be entitled to the full military service credit then allowed for salary purposes to new applicants for positions in the District. All provisions of this sub-Paragraph shall be amended in accordance with any changes in federal or state legislation which delimit any of the above provisions.

7. Illness in Immediate Family

Any employee on permanent appointment may secure a leave of absence when sufficient evidence has been presented that an emergency exists due to illness in the employee's immediate family. The duration of the leave may be for less than one school year and may be renewed consistent with the regulations of the Onondaga County Civil Service Commission provided, however, that a leave of absence for less than one (1) school year pursuant to this Paragraph is subject to the same limitations with respect to return to duty, as set forth in **Article X**, Paragraph C and H above.

**ARTICLE XI
FRINGE BENEFITS**

A. The Board and the Association agree to study any additional payroll deduction plans which the Association desires to implement at a time mutually agreeable to both parties, which plans can be handled on existing equipment in the district, in an economical manner, and which are legally permissible. No payroll deduction initiated by an employee shall be processed in an amount less than one dollar (\$1.00) per check.

B. Each employee shall be granted, on request, a pass for school functions in the District for which admission is charged. Passes shall be available through each school office.

C. Health and Dental Insurance

1. The District will provide health insurance for eligible employees pursuant to the Syracuse City School District Health Insurance Program, as modified by the health plan addendum, or the Prepaid Health Plan (PHP). For health care, the employees shall

contribute the following amounts as monthly deductions to the cost of District provided health care benefits depending upon the individual's income (base salary or wages) on June 30th of the year preceding the applicable school year:

Year One (7/1/03 - 6/30/04):		Individual	Family
Tier	Base earnings:	Increase to:	Increase to:
1	Less than Starting Teacher Salary	\$14.00	\$46.00
2	Starting Teacher Salary - \$59,999	\$21.00	\$60.00
3	\$60,000 or over	\$24.00	\$67.00

Year Two (7/1/04 - 6/30/05):		Individual	Family
Tier	Base earnings:	Increase to:	Increase to:
1	Less than Starting Teacher Salary	\$15.00	\$49.00
2	Starting Teacher Salary- \$59,999	\$25.00	\$63.00
3	\$60,000 or over	\$27.00	\$71.00

Year Three (7/1/05 - 6/30/06):		Individual	Family
Tier	Base earnings:	Increase to:	Increase to:
1	Less than Starting Teacher Salary	\$16.00	\$52.00
2	Starting Teacher Salary- \$59,999	\$28.00	\$65.00
3	\$60,000 or over	\$32.00	\$75.00

Co-pays for office visits shall be increased as follows:

Effective July 1, 2003:	Current Rate Plus \$1 = \$6.00 Total
Effective July 1, 2004:	Plus \$1 = \$7.00 Total
Effective July 1, 2005:	Plus \$1 = \$8.00 Total

Cost to Retirees (a) and (b)

Individual Coverage – under 65	Medicare B rate
Individual 65 or older	-0-
Family Coverage – all under 65	Medicare B rate
Family Coverage with at least one 65 or older	-0-

(a) Members of the Health Insurance Program who are over 65 are responsible to apply for and pay the Medicare B coverage.

(b) Retirees under the age of 65 must pay a share of the premium cost equal to the cost of the Medicare B rate. As the Medicare B rate changes, so will the cost of the insurance.

(c) The District, as soon as practical, will discontinue its contract for health coverage with Univera.

(d) Mail Order Drug Program.:

Year	Increase to:
(7/01/03 - 6/30/06)	Effective July 1, 2003, employee co-pays for the Mail Order Drug Program shall be increased to become \$5.00 (generic drugs), \$10.00 (preferred drugs) and \$25.00 (non-preferred drugs)

(e) Deductibles for non-POMCO providers shall be \$75 for individual coverage and \$225 for family coverage. The co-payment for emergency room visits shall be \$35.

2. The District will provide Dental Insurance as negotiated by the parties for eligible employees pursuant to the Syracuse City School District Dental Assistance Plan. With regard to the Plan, the District will assume all costs of such a program except for monthly employee contributions. The following rates are effective July 1, 2001:

Individual Coverage	\$2.00
Family Coverage	8.00

3. Payments for treatment of mental or nervous disorders outside the hospital are covered, but subject to 80% payment. There shall be a maximum of \$60 per visit and \$3,000 per year to a lifetime maximum of \$6,000.

4. Effective May 1, 1996, the district will provide well-child care as part of the District Health Insurance Program.

5. Effective July 1, 2004, the Vision benefit will move to a Vision Member Trust. The District will pay \$150 per employee per year.

7. Retirees, who have retired after January 1, 1980, must have at least ten (10) years of full-time service in this District to be eligible to participate in the Syracuse City School District Health Plan upon retirement.

8. PET Scans will need pre-certification under the Health Plan.

9. In the event that both husband and wife are full-time employees of the District, the rate of contribution for family coverage shall be the sum of the two individual premiums (amount dependent on income level of each spouse).

D. For any employee hired before January 1, 1978, the employee's eligibility shall be determined under the administrative regulations of the insurance carrier(s) and no employee who fails to qualify under the rules of the carrier(s) shall have the benefits of the health and/or dental insurance program. Any employee hired after January 1, 1978, must, in addition to these eligibility requirements, be employed in the bargaining unit to regularly work 25 or more hours per week to be eligible to apply for these insurance benefits.

No grievance shall be entertained nor shall any arbitrator have the power to award redress which would require the District to pay any health or dental insurance benefit which is disallowed by the present carrier(s) or any successors thereto. This provision shall in no way be construed as preventing the employee from taking such action as may be deemed necessary against the carrier(s) if the employee feels that any determination made by the carrier(s) regarding eligibility is inappropriate.

E. In the event any member of the Unit, or his/her dependent, is eligible for benefits under another health insurance policy and receives benefits there under, and the current carrier or any future carrier of the District insurance has a coordination of benefits provision, the District shall not be liable to make duplicate payments of benefits which have been already paid by some other carrier(s) and which the District's carrier(s) refused to pay.

F. The District and the Association agree that the indemnification provisions of the Education Law shall apply to all Unit 10 employees in the performance of their duties within the scope of their employment.

G. Sick Leave Conservation Incentive Plan

1. Eligibility

To be eligible under the Sick Leave Conservation Incentive Plan, an employee must have been employed by the District a minimum of ten (10) years, to be eligible for retirement benefits under the applicable New York State Retirement System, and have reached age 55, prior to the effective date of retirement. (Employees retiring prior to age 55 because of disability are excluded from this benefit.)

2. Irrevocable Letter of Resignation

An eligible employee must submit an irrevocable letter of resignation, which is binding on the employee as of the date of the letter and will become effective once the resignation is accepted by the Board of Education. It is recommended that this irrevocable letter be submitted at least forty-five (45) days prior to the employee's last day of work.

3. Entitlement Computation

Entitlement for an eligible employee will be computed by multiplying the employee's accumulated and unused sick leave times 35% of the value per full-time day based on the salary including longevity being received at the time of retirement. Sick leave used in the computation of the entitlement will be considered consumed and no longer available to the employee as paid sick leave. Consequently, only the final year's sick leave allocation will be available for use as the result of bona fide absences due to sickness.

4. Payment

Entitlement will be paid on the first pay period following the employee's last regular paycheck. This incentive will not be considered to be part of the employee's regular compensation for retirement purposes but must be included in taxable reported earnings.

5. Restoration of Paid Sick Leave

In the event that an employee, during the final year of service, exhausts the current paid sick leave allocation, sick leave days may be reclaimed from those used to compute the entitlement by petitioning the Director of Personnel to reduce the balance of the unpaid entitlement by the appropriate amount for each day so reclaimed.

H. The District will provide a professional malpractice insurance policy providing coverage to school nurses acting within the scope of their employment with the District and will assume all costs of the policy.

I. The District shall establish, at no cost to the employee, a flexible benefit spending plan pursuant to IRS regulations, with operating procedures jointly determined by the parties and administered by Preferred Group Plans, Inc. In accordance with IRS regulations, this plan may be utilized for premium payments, deductibles, co-insurance amounts, dependent care, and other unreimbursed medical expenses.

ARTICLE XII SUPPLIES, MATERIALS, AND EQUIPMENT

The District recognizes that appropriate materials, facilities, and other supplies and equipment are the tools of the health profession. The District further recognizes the need for equipment to be made available whenever possible and in good working order. In order to meet these needs, a committee will be formed to identify, prioritize, and set short and long range goals to meet these needs, including budgetary recommendations.

ARTICLE XIII EMPLOYEE FACILITIES

The following guidelines are established by the Board and the Association as objectives toward which the District should strive. It is understood that exceptions will be necessary because of

unusual circumstances including, but not limited to, budget limitations and/or availability of staff, and that the permissive guidelines hereinafter set forth are not to be construed as guarantees which are binding upon the District.

1. An appropriate health office.
2. Space in each health office in which employees may safely store materials and supplies.
3. A work area containing adequate equipment and supplies to aid in the preparation of materials.
4. A separate desk with lockable drawer space for each employee.
5. A telephone in the health office connected with the District's switchboard.
6. Suitable closet space for each employee to store coats, overshoes, and personal items.
7. The Board should provide free parking for employees at all schools.
8. The facilities and utilities of each school building, owned, rented or housing a program, should be maintained in a safe, healthful and sanitary condition. In those situations where it is necessary to utilize leased facilities the District will maintain such conditions insofar as it is able to do so.
9. It is the policy of the Syracuse City School District to provide a safe and healthy work environment for all employees and to comply with all local, state and federal statutes, guidelines, and regulations relating to the work environment and infection prevention and control. In so doing, it shall continue to effectuate and implement regulations promulgated pursuant to the Occupational Safety and Health Act (OSHA) and the New York State Public Employee Safety and Health Bureau (PESH), as amended from time to time, with regard to the general issue of infection control and those measures to be taken to prevent and treat the various forms of infection to which employees may be exposed.

ARTICLE XIV ASSOCIATION AND BOARD RIGHTS

A. When it is necessary, for the president of the Association, or his/her designee, to engage in Association activities directly relating to the Association's duties as representative of Unit 10, which cannot be performed other than during working hours, the Superintendent, or his/her designated representative, may give such time, without loss of pay as is necessary to perform any such activities. The president, or his representative, may, after consultation with the Superintendent, or his/her designee, be allowed to visit schools to investigate working conditions, employee complaints, problems, or for other purposes relating to Association affairs.

Upon the arrival of the president, or his/her representative, shall confer with the president in order to facilitate the purpose of the visit. Whenever possible, the president shall give advance notice of his/her visit, and, upon arrival, report his/her presence to the office.

B. Whenever representatives of the Association are mutually scheduled by both parties to participate during working hours in conferences, meetings, or in negotiations, they shall suffer no loss of pay.

C. The Association shall be given an opportunity at staff meeting to present reports and announcements, but no employee shall be required to remain for that portion of the meeting.

ARTICLE XV EMPLOYEE-ADMINISTRATOR LIAISON

A. Except in emergency situations, employees shall be notified of any staff meetings at least twenty-four (24) hours in advance.

B. Employees' salary checks should be given to individual employees by the principal or the vice principal unless privacy is assured by a sealed envelope.

C. Charitable contributions collected from employees shall be purely voluntary, enclosed in a sealed envelope, and delivered, without opening, to the office of the involved institution for accounting and recording purposes. Charitable contributions shall not be a matter of record.

D. An appropriate means may be established for recording the presence of each employee each day.

E. The Association shall be furnished with three (3) copies of the School District Directory. Under normal circumstances, the District will provide a new directory within two weeks of publication.

F. The Association will, upon request, be furnished with the names and addresses of members of the Unit.

G. The Supervisor of Health Services shall meet at mutually agreeable times with a committee of Unit 10 members to discuss questions related to the implementation of this Agreement and School District policies and procedures which affect the bargaining unit. This committee shall consist of not more than five (5) employees selected by the Association. Such meetings shall not be construed by either party to require that any provision in this Collective Bargaining Agreement be renegotiated, or that the parties are obligated to continue to collectively bargain about terms and conditions of employment not specifically covered by this Agreement.

H. There shall be six (6) staff mandatory staff meetings annually for nurses and health attendants assigned to health offices. The Supervisor of Health Services will schedule the meetings. The meetings shall be one and one-half hour long. Nurses and health attendants shall

be compensated at their hourly rate. The provisions of this section are contingent upon the SCSD identifying a funding source for each fiscal year. Unit 10 members will be notified in September of the staff meeting schedule and whether or not funding is available for the year (whenever possible). Nothing in this provision shall prevent a Unit 10 member from voluntarily attending a staff meeting in the event that the SCSD is unable to identify an appropriate funding source.

I. The SCSD will meet with a Unit 10 Labor Management Committee five (5) times per year, more often if requested by either party. The committee will consist of up to five (5) representatives from the SCSD and five (5) Unit 10 members and one (1) STA representative. The meetings will be held during regular school hours. Agendas will be mutually developed.

ARTICLE XVI USE OF SCHOOL FACILITIES

A. The Association will have the right to use school buildings for meetings, without cost and at reasonable times. The Association will pay for additional custodial costs involved. The Association shall apply for a permit through the Business Office.

B. The Association may use the school mail service and employee mailboxes for communications. Announcements of meetings, when required by the Association, shall be listed in the weekly Administrative Bulletin.

C. Use of school equipment will be permitted as long as this does not interfere with the instructional program. It is understood that the Association will pay for all supplies in connection with the use of such equipment, and will assume full and complete responsibility for the repair and/or replacement of any equipment damaged as a result of such usage.

D. No organization representing, purporting to represent, seeking or attempting to represent the employees in Unit 10 shall have the use of any bulletin board or the school communication media other than the Association, except during periods of challenge of the representation status of the Association, as provided by law.

ARTICLE XVII DUES DEDUCTIONS

The District shall deduct from the salary of employees in the bargaining unit who are not members of the Syracuse Teachers Association an amount equivalent to dues levied by the Syracuse Teachers Association and transmit the same so deducted to the Syracuse Teachers Association, in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency fee deduction as required in Section 3 of Chapter 677 and 676 of the Laws of 1977 of the State of New York.

ARTICLE XVIII GRIEVANCE PROCEDURE

A. Declaration of Purpose

The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may be presented free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its employees are afforded adequate opportunity to dispose of their differences by procedures available within the District.

B. Definitions

1. For the purpose of this Agreement, and except as hereinafter set forth in Article XII-J, a “grievance” shall be defined as a dispute or controversy involving the interpretation and/or application of the express terms of this Agreement. It is understood and agreed that this Article shall not be a substitute for any other appropriate action or conditions of this agreement. However, in the event any employee elects to invoke such alternative statutory relief it shall be considered to be a waiver of the right to grieve under this Article.
2. “Supervisor” means any Supervisor including building administrators responsible for the area in which a grievance arises, except for the Superintendent.
3. “Superintendent” means the Superintendent of Schools.
4. “Association” means the Syracuse Teachers Association.
5. “Representative” means a representative of the Syracuse Teachers Association.
6. “Aggrieved party” means any employee(s) in the Unit filing a grievance.
7. “Party in interest” means the Grievance Committee of the Association and any party named in a grievance whom is not the aggrieved party.
8. “Hearing Officer” means any individual or board charged with the duty of rendering decisions at any stage on grievances. The hearing officer, at all times, shall have the right to question witnesses.
9. “Days” means school days under this Article.

C. Procedures

1. All grievances shall be filed in accordance with the form attached as Appendix _____. If events or conditions affect a group of employees, the Association may choose to file a consolidated grievance. If a number of grievances arise which contain common questions of fact, they may be consolidated and processed as one grievance, except where such consolidation may prejudice the rights of any party.
2. The preparation and processing of grievances, insofar as practicable, shall be conducted during hours of employment. All reasonable effort will be made to avoid interruption of work and/or involvement of students in any phase of the Grievance Procedure. There shall be no extra pay to any employee for time spent in preparation and processing of a grievance during non-school hours.
3. The Board and the Association agree to facilitate any investigation, which may be required, and to make available material and relevant documents, communications, and records concerning the grievance.

4. The grievant and Association shall have the right to be heard at all stages of the grievance process.
5. All documents, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of the participants, except for the award of settlement when applicable to the employee.
6. Nothing contained herein will be construed as limiting the right of any employee to discuss any matter informally with any appropriate member of the Administration and having the matter informally resolved without recourse to the Grievance Procedure, provided that such resolution shall not create a precedent binding upon the parties in similar matters.
7. The Superintendent or his/her designee shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes or testimony, as the case may be, written arguments and briefs considered at all stages. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Association, and the Board, but shall not be deemed a public record.
8. Nothing contained in this Article or elsewhere in the Agreement shall be construed to permit the Association to present, process, or appeal a grievance involving discipline of the employee on behalf of any employee without his/her consent.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained, and will be deemed waived, unless forwarded at the first available stage within thirty (30) school days after the teacher knew, or should have known, of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, and/or the Association, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. If a grievance is filed within sixty (60) days prior to the end of a school year, the parties shall condense the grievance to provide for the completion of all pre-arbitration stages prior to the opening of school.

E. Stages

1. Stage 1 – Supervisor

- a. An employee and/or his/her representative shall informally discuss the grievance with the supervisor within the thirty (30) day time limit. The Supervisor shall propose a resolution or deny the grievance within five (5) days.
- b. If the grievance is not resolved informally, it shall be reduced to writing and sent to the Supervisor within ten (10) days. Within five (5) school days after the written grievance is received, the Supervisor shall render a written decision to the employee and Association representative.
- c. If the grievance involves a claim to which the supervisor has been informed and which the supervisor lacks the authority to resolve, it may be brought directly to Stage II.

2. Stage 2 – Superintendent

- a. If the grievance is not resolved at Stage 1, the Association may appeal to the Superintendent within ten (10) days after receipt of the decision from the Supervisor.
- b. Within fifteen (15) days after receipt of the appeal, the Superintendent, or his/her representative, shall meet with the Association to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting.
- c. The Superintendent or his/her designee shall render a written decision to the Association within fifteen (15) days after the conclusion of the meeting

3. Stage 3 – Board of Education

- a. If the grievance is not resolved at Stage 2, the Association may appeal the grievance to the Board of Education within ten (10) days of receipt of the Superintendent's (or designee's) decision. Within twenty (20) days of the receipt of the appeal, a Subcommittee of the Commissioners shall meet with the Superintendent (or designee) and the Association representative to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting. The Subcommittee shall have the right to have Board Counsel in attendance.
- b. Within fifteen (15) days of the meeting, the Subcommittee of Commissioners shall render a written recommendation to the Superintendent and to the Association.
- c. Grievances involving termination of probationary appointments, grants of tenures and/or commencement of discipline or discharge of tenured/permanent employees shall not be subject to Stage 3, but may be moved directly to Stage 4 when applicable.

4. Stage 4 – Arbitration

- a. A grievance, which is not resolved at Stage 3, may be submitted by the Association to an arbitrator for decision. Notice of Demand for Arbitration shall be filed with the American Arbitration Association (AAA) within ten (10) days after receipt of the decision of the Superintendent or, where no decision has been issued as provided herein, three (3) days following the expiration of the time limits specified.
- b. Upon receipt of a list provided by the AAA, the parties will attempt to mutually designate an

arbitrator, and will obtain a commitment from said arbitrator to serve. In the event that the parties cannot agree on an arbitrator from the first list submitted by the AAA, the parties shall follow the procedure set forth by the AAA for the designation of the arbitrator.

- c. If the parties mutually agree, an effort may be made to select an arbitrator other than from the AAA under circumstances where complex educational issues are involved and where technical professional compliance in education seems to both parties essential to a resolution of the dispute.
- d. The selected arbitrator shall hear the matter promptly and issue a decision in accordance with the rules of the AAA. The arbitrator's decision shall be in writing and set forth findings of fact, opinion and conclusions on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this Agreement, be limited to the issues or issues submitted for arbitration, and shall be without power or authority to make any decision:
 - (1) contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law or rules and regulations having the force and effect of law;
 - (2) involving Board discretion or Board policy under the provision of this Agreement, under Board bylaws or under applicable law, except the arbitrator may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District in similar circumstances; or
 - (3) limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.
- e. The decision of the arbitrator, made in accordance with the jurisdiction and authority under this Agreement, shall be final and binding.
- f. The Board agrees it will apply the decision of an arbitrator sustaining a grievance to all substantially similar situations, which occur under the contract provision(s) at issue. The Association agrees it will not initiate or continue or represent any teacher in any grievance, which is substantially similar to one, which has been denied by the decision of an arbitrator.

F. General Provisions

- 1. The Association and the Board shall share all costs arising out of the administration of this Article beyond Stage 2 equally.
- 2. The formal rules of evidence shall not apply in the administration of this Article.
- 3. Any party in interest may receive a copy of any record made at any stage of the Grievance Procedure upon written request and by paying for the cost of reproduction. No full transcript may be required at any stage of this procedure, with the exception of the arbitration stage. The decision as to the nature of the record kept at the arbitration stage shall be at the

discretion of the arbitrator. The Association at Stage 2 may file no grievance if it is resolvable at Stage 1. The Association shall not have the right to process such a grievance beyond Stage 1 without exhausting the remedies available at Stage 1.

4. All parties in any way involved in the processing of a grievance shall have the opportunity to enter into the record any claim of error in the minutes, as provided in subsection C.12 of this Article.
5. The time limits specified in this Article shall commence at the normal hour for the opening of business on the business day next following the event or occurrence, which caused the time period to begin.
6. The Association has the right to initiate or appeal a grievance involving alleged violation of the express terms and conditions of this Agreement.
7. Any grievance based on a complaint that a teacher's salary has been miscalculated, or that the employee has been denied salary payment to which the express terms of this Agreement entitle him/her, shall be filed directly with the Assistant Superintendent for School Services, or his/her designee, and shall next be appealed to the Superintendent. In such cases, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the Assistant Superintendent for Support Services. The time limits and other requirements established for all other grievances shall apply in such cases with the exception, however, that if an Association representative of the employee processes the grievance, or an attorney when the grievance is in the arbitral stage, the employee need not be present at any conference. The provisions of this Article relating to Stage 2 shall apply to any appeal to the Superintendent from a decision of the Assistant Superintendent for Support Services.
8. In the event a dispute arises in which the Superintendent or the Board alleges the express terms of this Agreement have been violated by a employee, a group of employee, or the Association, the Board may in its discretion initiate a grievance with the employee, group of employees, or Association, as the case may be, or pursue any other available remedy. In such cases, when the Board elects to file a grievance with the Association or a teacher or group of teachers, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the employees, group of employees, or the Association, as the case may be. If the grievance is not resolved, the Board or the Association may refer the matter to arbitration, subject to all of the express procedures, time limits, and other provisions relating to arbitration contained in this Article, or elsewhere in this Agreement.
9. It is the intention of the parties to provide for representation of any employee individually or by Association representative, except when otherwise provided by law. Consequently, an officer, agent, or member of a competing teacher organization may represent no party in interest at any stage of the Grievance and Arbitration Procedure. When the Association does not represent an employee, the Association shall have the right to be present and to state its view at all stages of grievance processing.

ARTICLE XIX GENERAL

A. This Agreement shall constitute a statement of the full and complete commitments between both parties, and may be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties, in a written and signed amendment to this Agreement. Anything not explicitly stated in this Agreement is deemed and understood not to be part of the Agreement, and this Agreement shall be understood to be a complete statement of all commitments the parties have made to each other. At any time during the duration of this Agreement, additional matters not covered by this Agreement, or any matter covered by this Agreement, may be discussed if both parties agree, in writing, to such discussion, and any agreements arising out of such discussion shall be committed to writing and appended to this Contract as amendments hereto, after written notice of ratification by both parties have been submitted, one to the other. Any right or privilege not specifically delegated or granted to the Association is understood by both parties to remain a prerogative of the District. This provision shall in no way be construed as a limitation on the right of either party to reopen negotiation, as provided in Article XXI (Duration).

B. The Board agrees to take such action as is necessary to amend or repeal any rules, regulations, or practices, in the District or individual schools, which shall be contrary to, or inconsistent with, the terms of this Agreement. The Board further agrees to take such action as is necessary to make the provisions of this Agreement official policy of the District.

C. Any individual arrangement, agreement, or contract, hereafter executed between the Board and any member of the Unit, shall be expressly made subject to, and consistent with, the terms of this Agreement. If an individual arrangement, agreement, or contract, contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Copies of this Agreement shall be printed at the shared expense of the District and the Association, and a copy given to each employee. New employees shall be given a copy within two weeks of their employment.

E. In the event that any Article or Section of this Agreement shall be determined, by a court of competent jurisdiction, to be null, void, or unenforceable, such decision shall not affect any of the other provisions of this Agreement, which shall continue in full force and effect.

F. No employee shall suffer any professional disadvantages by reason of his/her membership in the Association, or participation in its lawful activities.

G. If negotiating sessions between the District and the Association are scheduled during a work day by mutual agreement, representatives of the Association, in number not to exceed three (3), will be relieved from all regular duties, without loss of pay, as necessary, in order to permit their participation in such meetings. A Syracuse School Health Association representative, or member of the Grievance Committee or other representative, designated by an aggrieved employee to attend a grievance hearing during a school day will, upon timely notification to the

Superintendent, be released, without loss of pay, as necessary, in order to permit participation in a formal grievance proceeding. A substitute will be assigned, when possible and necessary, to cover all duties of said employee. The aggrieved employee, and any other employee, appearing in a grievance hearing as a witness, will be accorded the same right.

H. The Syracuse School Health Association will be provided with five (5) copies of minutes of official Board meetings, as soon as possible after such meetings. The present system of mailing Board meeting minutes to individual schools will be maintained.

I. The Syracuse School Health Association will be provided with a copy of the Policies and Regulations of the Board of Education of the Syracuse City School District, and with a like number of any changes in, or amendments thereto.

J. In acknowledgment of the principles inherent in federal and state civil rights legislation, the parties to this Agreement hereby agree not to restrict employment with the School District or membership in the Association on the basis of any person's race, color, religion, sex, age or place of national origin, marital status, disability, sexual preference, other than as permitted by law.

ARTICLE XX DURATION

The provisions of this Agreement shall be effective as of July 1, 2002, and shall remain in full force and effect up to and including June 30, 2006, and shall be renewed automatically from year to year thereafter unless written notice of desire to terminate or modify is given by either party to the other on or before the expiration date.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day
of _____, 2005.

By: _____
Katherine A. McKenna, President
Syracuse Teachers Association, Inc.

By: _____
Ann O'Hara
President, Unit 10

By: _____
Robert E. DiFlorio
Interim Superintendent

By: _____
Cynthia Kirby, President
Board of Education
Syracuse City School District

**APPENDIX A
SALARY BASE**

Salary Base – Hiring Rate for:

School Nurse

Effective 7/1/02	\$27,115
Effective 7/1/03	\$28,069
Effective 7/1/04	\$28,939
Effective 7/1/05	\$29,951

Salary Base – Hiring Rate for:

School Youth Worker
School Social Worker Assistant

Effective 7/1/02	\$21,821
Effective 7/1/03	\$22,589
Effective 7/1/04	\$23,289
Effective 7/1/05	\$24,104

Occupational Therapy Assistant
Physical Therapy Assistant

Effective 7/1/02	\$23,015
Effective 7/1/03	\$23,825
Effective 7/1/04	\$24,563
Effective 7/1/05	\$25,422

(New and current OTA and PTA's shall receive the base salaries reflected above.)

Salary Base – Hiring Rate for:

Health Attendant

Effective 7/1/02	\$18,723
Effective 7/1/03	\$19,382
Effective 7/1/04	\$19,982
Effective 7/1/05	\$20,681

**APPENDIX B
SALARY INCREASES**

Effective 7/1/02	4% on base salary*
Effective 7/1/03	3.52% on base salary*
Effective 7/1/04	3.1% on base salary*
Effective 7/1/05	3.5% on base salary*

*Base salaries as referred to in Appendix B shall include any prior service credits, degree stipends, stipends for license and special stipends that have previously been added to the salary base.

*Each unit member who is still on the District's active payroll as of the date of ratification of the successor agreement by the Board of Education and each unit member who is retired from the District's employment under the New York State Employees' Retirement System between July 1, 1999 and such date of ratification, shall receive a retroactive payment computed upon the prorated difference between his/her adjusted base salary (as specified above) for service during the 1999-00 and/or 2000-01 school years and the base salary (as specified above) he/she was paid prior to ratification for service during the 1999-00 and/or 2000-01 school years.

**APPENDIX C
LONGEVITIES**

Longevity increases of \$500.00 after completion of five (5) years of consecutive service and \$600.00 after completion of ten (10) years of consecutive service and each five (5) years thereafter.

Effective 7/1/2003 a 12 year longevity of \$500 shall be paid to all employees who have completed 12 years consecutive service. Percentage raise will be applied to base salary and all stipends except if the stipend is initially earned within this year.

Effective 7/1/2004 a 7 year longevity of \$500 shall be paid to all employees who have completed 7 years consecutive service. Percentage raise will be applied to base salary and all stipends except if the stipend is initially earned within this year.

Effective 9/1/2004 longevities or stipends not automatic will automatically be added to pay.

Effective 7/1/05 amount of 7 and 12 year longevities will increase from \$500 to \$600.

APPENDIX D STIPENDS

- * License Stipend – Employees working as school nurses possessing a registered nurse license receives a stipend of \$250 as part of their salary. Effective July 1, 2002, the stipend will increase to \$500, and occupational therapy assistants and physical therapy assistants possessing a NYS license will receive this stipend.

- * Degree Stipend – Employees who currently possess or who achieve a Bachelor’s Degree shall be paid a stipend of \$400. (For employees who possess an RN license, the stipend for a Bachelor’s Degree shall be \$150.)

- * Special Stipend - \$250 in addition to salary for all youth workers and social worker assistants.

- * These stipends, once added to base salary, shall not be repeated.

APPENDIX E
SUBSTITUTE SERVICE

When a health attendant substitutes for a Unit 1 staff member, the health attendant shall be paid an additional amount equal to the substitute service rate for Unit 8 for each day of substitute service. If such substitute duty exceeds 15 consecutive school days, the health attendant shall be paid at the Unit 1 Salary Schedule base rate.

APPENDIX F CAREER LADDER

Purpose: To provide Unit 10 members with necessary training and skills development opportunities in order to meet the general and unique needs of the Syracuse City School District while concurrently allowing the advancement of the employee's formal education.

A program will be jointly designed by appropriate Unit 10 representatives and District Administration representatives. The professional training modules will provide Unit members with specialized training in handling student problems such as, but not limited to, teenage pregnancy, anorexia, hypertension, stress, asthma, alcoholism, AIDS, sexual abuse, etc. There may be occasional courses designed for specific job titles.

A. Continuing Professional Training for Nurses

1. The following options are available to all full-time nurses for the continuing education benefit.

- a. Participate in District provided in-service for a total of 30 clock hours for each semester.
- b. Enroll in a college course (3 credit hours – 30 clock hours), which is completed in the same academic or calendar year. Continuing education credit will be given upon receipt of a transcript.
- c. Enroll in a (SETRC/Teachers Center) District sponsored in-service course (15 and 30 hour blocks).
- d. Participate in a pre-approved workshop/class of one's choice, which must take place after school hours, on weekends and/or during summer vacations.

2. A professional training module involves 60 clock hours of training. The modules may be a combination of required university level courses and in-service training, as part of the proposed program. Upon submission to the Career Ladder Coordinator and approval by the Personnel Department, nurses will be eligible for salary increases of \$300 per module, up to a maximum of two per calendar year, for a possible total increase of \$600 for 120 clock hours.

3. Any course, workshop, or conference taken for salary module increment credit must be job related and/or required to maintain licensure, and must be pre-approved. Requests must be submitted to the Career Ladder Coordinator for approval, in writing, at least ten (10) days prior to the start date of the course, workshop, class or conference. There may be extenuating or unusual circumstances where 10 day pre-approval is not feasible. In these situations prior approval is still required before attending the in-service activity.

4. An employee's progress towards the completion of all available modules will depend on the development of the program and availability of the in-service.

5. Notwithstanding any of the foregoing, the maximum amount expended by the District for continuing professional training for nurses in any one calendar year shall not exceed \$6,000.

B. Continuing Professional Training for Health Attendants, Occupational Therapy Assistants, and Physical Therapy Assistants.

1. The following options are available to all full-time OTA/PTA's and Health Attendants for the continuing education benefit:

- a. Participate in approved District provided in-service primarily designed for nurses, for a possible total of 30 clock hours each semester.
- b. Enroll in a college course (3 credit hours – 30 clock hours), which is completed in the same academic or calendar year. Continuing education credit will be given upon receipt of the transcript.
- c. Enroll in a (SETRC, Teachers' Center) district sponsored in-service (15 and 30 hour blocks).
- d. Participate in a pre-approved workshop/class of one's choice, which must take place after school hours, on weekends, and/or during summer vacation.

2. A professional training module involves 60 clock hours of training. The modules may be a combination of required university level courses an in-service training, as part of the proposed program, upon submission to the Career Ladder Coordinator and approval by the Personnel Department. OTA/PTA and Health Attendants will be eligible for a maximum salary increase of \$300 for the completion of one module per calendar year.

3. Any course, workshop, or conference taken for salary module increment credit must be job related and/or required to maintain licensure, and must be submitted to the Career Ladder Coordinator for approval, in writing, at least ten (10) days prior to the start date of the course, workshop, class or conference.

4. An employee's progress towards the completion of all available modules will depend on the development of the program and availability of the in-service.

C. Master's or Bachelor's Study (for all Unit 10 Employees)

1. Employees eligible for this study must be accepted in a District approved program leading to a bachelor's or master's degree in order to qualify for the following benefits.

2. Employees will be eligible to receive up to twelve undergraduate or graduate hours of paid tuition per calendar year at the State University of New York tuition rates. The maximum number of hours (graduate or undergraduate) paid by the District by all provisions of the contract will not exceed 12 hours unless the employees is participating in a paid sabbatical leave as provided below.

3. Tuition costs will be directly paid by the District to the College/University as long as a B average is maintained by the employee. If a B average is not maintained, the employee must assume payment of tuition costs. The District will reimburse direct payment once a B average is again maintained.

4. Career guidance and assistance will be provided to enrolled employees through the Career Ladder program.

5. The District will not pay tuition for or otherwise reimburse members of the Unit for any hours taken beyond the master's degree.

6. Total cost of the Master's or Bachelor's study shall not exceed \$6,600 per year.

D. Sabbatical Leave with pay:

1. Applicants for this leave must demonstrate that a requirement of the final year of preparation requires full time status as a student in residency.

2. The maximum number of Unit 10 employees eligible for this leave at any time shall not exceed 3 full time employees. If there are more applicants than paid leaves available the more senior applicants will have preference. Seniority for this purpose shall be defined as years of service within the District by job title.

3. The maximum number of hours paid by the District to an employee on this leave will not exceed thirty (30) hours, inclusive of vouchers.

4. An employee on this leave may elect one of the following pay options:

- half pay received over the District school year (ten months)
- full pay received over one-half of the District school year (five months)
- full pay (contract salary) received over a twelve month period, which will include employee work assignments during college/university breaks totaling 20 weeks of assignment. The 20 weeks of assignment will be established by the District with employee input and shall include a minimum of six weeks assignment prior to the onset of this leave.

5. Fringe benefits will be available consistent with existing District policy applicable to employees on paid leaves of absence.

6. Employees who have received a paid sabbatical leave must work a minimum of five (5) school years for the District subsequent to the leave. If the employee is capable of, but does not wish to continue employment in the District for the five year period, the employee must reimburse the District for all salary paid during the sabbatical leave. If the employee completes less than five (5) years, reimbursement due to the District will be prorated for each year of completed service. The Superintendent, at his sole discretion, may waive reimbursement if the employee can substantiate that compelling personal reasons, beyond the employee's control, render the employee unable to complete this commitment.

7. If the employee receives a verified job offer from another employer and is not offered a position by the District for which they have taken this education the employee may accept the offered position and not be responsible for salary reimbursement.